and the courts will not resort to the journals to impeach it. *Kelley* v. *Marron* (N. Mex.), 153 Pac. 562. See NOTES, p. 445.

TAXATION—CORPORATE SHARES—SITUS OF STOCK.—The defendant was the owner of stock in a foreign corporation. When this stock was assessed for taxation in the defendant's domicile, the assessment was resisted on the ground that the stock had already been taxed by the state of incorporation. *Held,* the stock is properly taxable. *Bellows Falls Power Co.* v. *Commonwealth* (Mass.), 109 N. E. 891. See NOTES, p. 460.

WILLS—GIFTS CAUSA MORTIS—ELEMENTS.—A mother, being ill and preparing to undergo a surgical operation, told her husband that she wished her son to have a certain designated portion of her personalty in the event of her death. She died after the operation and shortly thereafter the husband became a bankrupt. In the bankruptcy proceedings it was sought to subject to the claims of creditors the property designated as a gift to the son. *Held,* the facts do not show a valid gift *causa mortis.* *In re Liphart,* 227 Fed. 135.

A gift *causa mortis* is a voluntary, executed transfer intended as a gift of a present interest in personal property, accompanied by delivery and acceptance and made by an owner in peril of death and because of such peril. *Thomas* v. *Lewis,* 89 Va. 1, 15 S. E. 389, 37 Am. St. Rep. 848, 18 L. R. A. 170; *Danziger* v. *Bank,* 86 Misc. 316, 149 N. Y. Supp. 207. See article 1 VA. LAW REG. 872, 882. The donee's interest in the gift is revocable by the donor expressly revoking the gift, his recovery from the peril, his surviving the donee, or by the superior claims of creditors. See *Basket* v. *Hassell,* 107 U. S. 602; *Pierce* v. *Bank,* 129 Mass. 425; *Mitchell* v. *Rease,* 7 Cush. 350. The delivery of the gift, however, may be made to a third person for the donee. *Marshall* v. *Berry,* 13 Allen (Mass.) 43; *Johnson* v. *Colley,* 101 Va. 414, 44 S. E. 721, 99 Am. St. Rep. 884. Acceptance by the donee in such a case is presumed. *Forbes* v. *Jason,* 6 Ill. App. 395; *Devol* v. *Dye,* 123 Ind. 321, 24 N. E. 246, 7 L. R. A. 439. And there may be a constructive delivery, as by handing over the keys to a trunk or box. *Thomas* v. *Lewis, supra.* Some courts hold that a previous and continuing possession by the donee of the property sought to be given, though by the authority of the donor, is not a sufficient delivery to uphold a gift *causa mortis.* *Miller* v. *Jeffress,* 4 Gratt. (Va.) 472; *Drew* v. *Hagerty,* 81 Me. 231, 17 Atl. 63, 10 Am. St. Rep. 255. Though others hold that no formal delivery is necessary in such a case. *Stevens* v. *Stevens,* 2 Hun (N. Y.) 470; *Southerland* v. *Southerland,* 5 Bush. (Ky.) 591. Nor need the donor die from the anticipated peril to sustain the validity of such a gift, provided he does not recover therefrom before death from another cause. *Ridden* v. *Thrall,* 125 N. Y. 572, 26 N. E. 627, 21 Am. St. Rep. 758, 11 L. R. A. 684. In order to effectuate a valid gift *causa mortis* the proof sustaining it must be clear, convincing and satisfactory. *Schuyler* v. *Stephens,* 28 R. I. 506, 68 Atl. 311; *Stewart* v. *Stokes,* 177 Mo. App. 390, 164 S. W. 156; *Davis* v. *Davis,* 104 N. Y. Supp. 824. And it is held by some courts that a donor may by such a gift

transfer his entire personal estate. *Meach* v. *Meach*, 24 Vt. 591; *Thomas* v. *Lewis, supra.* Though it has also been held that the provisions of the Statute of Wills may not be thus defeated. *Headley* v. *Kirby*, 18 Pa. St. 326.

At the early common law the doctrine of gifts *causa mortis* was restricted to chattels passing by manual delivery. *Ward* v. *Turner*, 2 Ves. Sen. 431. See 1 DAN., NEG. INST., § 24. It was later extended so that now bonds may be given as a gift *causa mortis. Duffield* v. *Elwes*, 1 Bli. N. S. 497; *Snellgrove* v. *Baily*, 3 Atk. 214. An accepted bill of exchange, or the receipt thereof, may be the subject of such gift. *Cronin* v. *Bank*, 201 Mass. 146, 87 N. E. 484. See *Harris* v. *Clark*, 3 N. Y. 93, 51 Am. Dec. 352. Also promissory notes payable to the order of the donor may be thus given. *Thomas* v. *Lewis, supra; Southerland* v. *Southerland, supra.* Likewise checks drawn to the donor's order. *Burke* v. *Bishop*, 27 La. Ann. 465, 21 Am. Rep. 567. But not the promissory note of the donor. *Parish* v. *Stone*, 14 Pick. (Mass.) 198, 25 Am. Dec. 378. Nor a check drawn by the donor on his own account. *In re Beak's Estate*, L. R. 13 Eq. 489; *Bank* v. *Williams*, 13 Mich. 282. It has been held, however, that when the donor's check covers his whole deposit it may operate as a gift *causa mortis* as an assignment of the fund. *Bank* v. *O'Byrne*, 177 Ill. App. 473; *Varley* v. *Sims*, 100 Mich. 331, 111 N. W. 269, 8 L. R. A. (N. S.) 828. Also a certificate of deposit may be the subject of a gift *causa mortis. Forbes* v. *Jason, supra; Westerlo* v. *DeWitt*, 36 N. Y. 341, 93 Am. Dec. 517. A deposit in a savings bank may be the subject of a valid gift *causa mortis* by a delivery of the pass book. *Ridden* v. *Thrall, supra; Caldwell* v. *Goodenough*, 170 Mich. 114, 135 N. W. 1057. But an ordinary bank deposit can not be thus disposed of by a delivery of such a book. *Thomas* v. *Lewis, supra; Jones* v. *Weakley*, 99 Ala. 414, 12 South. 420, 42 Am. St. Rep. 84.

The above discussion shows that there still remains conflict in the ramifications of the doctrine of gifts *causa mortis*, though it is being gradually cleared up. The instant case seems to enunciate correctly the general principles of the doctrine.